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NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Racquel L. Vogus and Trenton D. Vogus,

Plaintiffs,

v.

Experian Information Solutions, Inc.;
ConsumerInfo.com, Inc.
Quizzle LLC;
Trans Union LLC; and
TransUnion Interactive, Inc.;

Defendants.

Case No.

CV

COMPLAINT

2252

MEJ

(Fair Credit Reporting Act
15 USC § 1681 et seq)

DEMAND FOR JURY TRIAL

Preliminary Statement

1. This is an action for damages by Racquel L. Vogus and Trenton D. Vogus against
Experian Information Solutions, Inc.; ConsumerInfo.com, Inc.; Quizzle LLC; Trans Union, LLC;
TransUnion Interactive, Inc. for violations of the Fair Credit Reporting Act, 15 USC §1681 *et seq.*

The Parties

2. Plaintiffs, Racquel L. Vogus and Trenton D. Vogus, husband and wife, are residents of Longmont, Colorado. They formerly were residents of Clovis, CA.

3. Defendant Experian Information Solutions, Inc. ("Experian") is an Ohio corporation with its principal place of business in Costa Mesa, CA.

4. Defendant ConsumerInfo.com, Inc., (ConsumerInfo.com) is a California corporation and a wholly-owned subsidiary of defendant Experian Information Solutions, Inc.

5. Defendant Quizzle LLC ("Quizzle") is a Michigan limited liability company with its principal place of business in Bingham Farms, Michigan.

6. Defendant Trans Union, LLC ("TU") is a Delaware limited liability company with its principal place of business in Chicago, IL.

7. Defendant TransUnion Interactive, Inc. ("TU Interactive") is a Delaware corporation with its principal place of business in Chicago, IL. It is a wholly-owned subsidiary of Trans Union, LLC.

Jurisdiction & Venue

8. The court has federal question jurisdiction over the Fair Credit Reporting Act (FCRA) claims pursuant to 15 USC §1681p.

9. Venue is proper in this district. The defendants are subject to personal jurisdiction within this district.

Description of the Case

10. **Plaintiffs Are Victims of Identity Theft.** Trenton D. Vogus's employment as a firefighter requires him to be away from home for extended periods of time. While in Fresno, he stays at the firehouse or at the residences of co-workers. Because he has no permanent residence in Fresno, Trent kept many of his possessions and files in his vehicle, a 1999 Toyota 4Runner.

1 11. On the morning of February 1, Trent discovered his vehicle had been stolen from the
2 gated parking lot of a co-worker's apartment building where he spent the night. Some personal
3 identifying information, such as names, addresses, and dates of birth, of Trent, his wife and their four
4 minor children was inside the vehicle. This information was contained on a state employee human
5 resources/ health insurance document that was inside the stolen truck. Also, copies of Trent's resume
6 were inside the vehicle.
7

8 12. Trent immediately reported the vehicle as stolen to the Fresno Police Department.

9 13. Plaintiffs' investigation revealed that the thief or thieves who stole plaintiff's truck
10 also stole plaintiffs' identity.
11

12 14. Trent knew that his identity had been stolen when he received an adverse action letter
13 on February 22, 2013, from Capital One/Best Buy. Trent immediately called Experian, Equifax and
14 Trans Union to place fraud alerts on his credit files. The plaintiff Racquel Vogus realized her identity
15 had been stolen on March 1, 2013, when she received a call from the fraud department of
16 Citibank/Sears. The representative said that two women had gone to the Sears store in Fresno and had
17 requested a credit card in their names claiming they were authorized users on the account. The
18 Citibank representative also said that on February 28, 2013, someone called Citibank's 800 number
19 and provided the last four digits of Racquel Vogus' social security number in order to gain access to
20 the account. Citibank gave them access to the account as authorized users. At the caller's request,
21 Citibank changed the telephone number and address on the account. On March 1, 2013, the two
22 fraudsters went to a Sears store in Fresno and asked for a shopping pass on Racquel's account. About
23 20 minutes later, Citibank cancelled the pass due to "flagged information." Racquel placed an initial
24 fraud alert with all three credit bureaus on the night of March 1st over the phone via their automated
25 fraud alert systems. On March 2, 2013, the fraudsters applied for a J.C. Penney/GE Capital account
26 under Racquel's name and information. On March 4, 2013, the fraudsters tried to open a
27
28

1 Citibank/Home Depot credit card online using Racquel's information. The application was rejected
2 because the address given did not match plaintiffs' home address. On March 7, 19 and 20, 2013, the
3 fraudsters attempted to gain access to plaintiffs' Kohl's account succeeding once even though Kohl's
4 had put special protection on the account.

5 15. On March 5, 2013, plaintiffs contacted defendants TU, Experian and Equifax and
6 arranged for security freezes be put on their credit reports.

7 16. On March 6, 2013, plaintiffs were alerted via Lifelock, a credit monitoring service to
8 which plaintiffs subscribed, that someone was attempting to set up an account with Verizon using
9 Racquel's name, social security number, and date of birth. Plaintiff Racquel Vogus contacted
10 Verizon; a representative said an account was opened in her name and a phone number assigned to
11 her even though plaintiffs had security freezes and fraud alerts in place at TU, Experian and Equifax.
12

13 17. **Problems with Quizzle & Experian.** On March 1, 2013, plaintiffs reviewed copies of
14 their Experian credit reports that included inquiries from Quizzle although they had never heard of
15 Quizzle.
16

17 18. Plaintiffs' investigation revealed that the only reason Quizzle's inquiries appeared on
18 plaintiffs' Experian credit reports was that the identity thieves were using Quizzle to access plaintiffs'
19 Experian credit reports. The fraudsters obtained plaintiffs' Experian credit reports, which included
20 plaintiffs' personal identifying and account information. Using this information, the fraudsters were
21 able to call plaintiffs' creditors to change addresses, passwords, and to add authorized users.
22

23 19. Quizzle's website advertises that anyone can obtain a full Experian credit report with
24 "no credit card or social security number required." All that Quizzle requires is a name, address, and
25 date of birth to get an Experian credit report. According to Experian's website, Quizzle is a partner in
26 the business of selling credit reports and related products and services.

27 20. On March 2, 2013, Racquel talked to "Ian," a Quizzle representative. Plaintiff asked
28 why Quizzle's inquiries appeared on their credit reports; Ian said someone had opened an account

1 with Quizzle and obtained plaintiffs' credit reports. Ian refused to disclose the email of the person
2 who obtained the reports or to block persons from obtaining plaintiffs' credit reports.

3 21. On March 4, 2013, Racquel contacted Quizzle again to ask that the fraudsters not be
4 allowed to monitor her credit or her husband's credit. "Derek," the Quizzle representative said that
5 Quizzle had shut down the services it was providing to the fraudsters, but that if someone tried to
6 obtain plaintiffs' Experian credit reports using a different email address, they could do so because
7 "Quizzle would have no way of knowing it was not [plaintiffs]."

9 22. On April 8th, 2013, plaintiffs mailed, certified return receipt, a letter to Experian
10 stating they were victims of identity theft and that the fraudsters had signed up for several credit
11 monitoring services, including ConsumerInfo.com. Plaintiffs asked that Experian stop allowing their
12 information to be dispersed via their credit monitoring service, Consumerinfo.com. The letter was
13 returned to plaintiffs unsigned on April 12th, 2013. Racquel contacted Experian and asked why the
14 letter was returned. Racquel was instructed to fax the information to Experian via their emergency
15 fax number. Racquel did fax the letter and information. Also, Racquel mailed the information again
16 to Experian. After faxing the information, Racquel called Experian and the representative confirmed
17 they received the letter and attached information. To date, Experian has not responded.

19 23. On April 8, 2013, plaintiffs sent a letter to Quizzle stating they were victims of
20 identity theft and that Quizzle should take steps to prevent any future access to plaintiffs' credit
21 reports through Quizzle. Quizzle failed to respond.

23 24. **Problems with ConsumerInfo.com and Experian.** The fraudsters obtained plaintiff
24 Trenton Vogus's Experian credit information on February 4, 2013, by posing as him. On March 4,
25 2013, plaintiff Racquel Vogus talked to a ConsumerInfo.com representative about the fraudster's
26 access to her husband's credit files explaining that they were victims of identity theft and that the
27 fraudsters were using ConsumerInfo.com to access his credit files. Representatives of
28

1 ConsumerInfo.com canceled the account opened by the fraudsters, but admitted that the fraudsters
2 could open a new account using a different email address.

3 25. After canceling the account opened on February 4, 2013, ConsumerInfo.com allowed
4 the fraudsters to open another account under Trenton's name. ConsumerInfo.com also allowed the
5 fraudsters to open an account under Racquel's name even though she had warned ConsumerInfo.com
6 the fraudsters were likely to do so.

7
8 26. On March 6, 2013, Racquel Vogus talked to "Brandi," a representative of
9 ConsumerInfo.com and "Ms Sheffield" of Experian during a 3-way telephone call about the
10 fraudsters being able to access plaintiffs' Experian credit reports. Ms Sheffield confirmed to Brandi
11 that Plaintiffs are victims of identity theft and Experian had all of the necessary documents in their
12 files, such as police reports, etc. Mrs. Sheffield said there was nothing she could do regarding the
13 monitoring service. Brandi spoke with her supervisors and returned to the phone stating they don't
14 have steps in place to prevent something like this. The representatives essentially said there was
15 nothing they could do.

16
17 27. On May 10, 2013, ConsumerInfo.com sent plaintiffs a letter stating they had received
18 their request to dispute information on their credit report. ConsumerInfo.com responded with a letter
19 that states plaintiffs sent the dispute information in error because ConsumerInfo.com is not a credit
20 reporting company.

21
22 28. **Problems with TransUnion Interactive, Inc. and Trans Union.** Defendant
23 TransUnion Interactive offers consumers a credit monitoring service.

24 29. Beginning February 15, 2013, through April 4, 2013, plaintiffs' Trans Union credit
25 reports show a series in Account Review Inquiries from defendant TransUnion Interactive. The
26 inquiries dated March 9 and 16, 2013, state the inquiries were for credit monitoring. Plaintiffs did not
27 order credit monitoring services from TransUnion Interactive nor did plaintiffs contact TransUnion
28

1 Interactive for any other services.

2 30. On March 4, 2013, Racquel talked to "Lolly," a TransUnion Interactive employee to
3 complain that fraudsters were signing up with various credit monitoring services, including
4 TransUnion Interactive, using plaintiffs' personal information, in order to gain access to plaintiffs'
5 credit reports. Armed with the credit reports, the fraudsters would be able to answer prospective
6 creditors' security questions.
7

8 31. On March 18, 2013, Racquel talked to "Phil," a TransUnion Interactive employee to
9 explain that plaintiffs had never asked for any services from his company. Racquel asked what
10 permissible purpose existed for someone else to access their accounts; he had no answer.
11

12 32. On April 1, 2013, Racquel contacted TransUnion Interactive again and spoke to
13 "Bryan," a supervisor. Racquel explained she and her husband were victims of identity theft and that
14 their credit reports were accessed by fraudsters. Racquel asked that TransUnion Interactive stop
15 releasing credit reports to others. Bryan said to send a letter concerning the inquiries.
16

17 33. On April 8, 2013, plaintiffs sent a letter to TransUnion Interactive in which they again
18 explained that fraudsters had accessed their credit reports using its service. Plaintiffs asked that
19 TransUnion Interactive stop providing credit information to the fraudsters and that the fraudulent
20 inquiries should be removed from their Trans Union credit report.
21

22 34. In a letter dated April 12, 2013, TransUnion Interactive responded with a non-
23 responsive form letter. Upon receipt of the letter, on April 16, 2013, Racquel called TransUnion
24 Interactive reaching employee "Lisa." After Racquel Vogus restated her requests, Lisa said "she
25 could not remove the inquiries and that she could find no reason for the inquiries."
26

27 35. **Plaintiffs' Damages.** As a result of defendants' conduct, defendants' violations of the
28 FCRA caused plaintiffs actual damages. Defendants' disclosure of their consumer reports to the
fraudsters violated the privacy interests of plaintiffs by exposing their personal and confidential

1 information to use and abuse by persons who had no legal right to obtain or use that information.

2 Plaintiffs have suffered actual damages in the form of (a) lost credit opportunities and in particular
3 the inability to buy a house, b) harm to credit reputation and credit scores, and (c) emotional distress
4 in the form of mental pain, anguish, humiliation, embarrassment, anxiety and frustration. Plaintiffs
5 will continue to suffer the same for an indefinite time in the future, all to their great detriment and
6 loss.
7

8 **Duties of Defendants Experian and Trans Union under the FCRA—Applicable to Defendants**
9 **Trans Union and Experian**

10 36. **Permissible Purpose.** Section 1681e(a) of the FCRA provides that every consumer
11 reporting agency shall maintain reasonable procedures designed to limit the furnishing of consumer
12 reports to the purposes listed under section 1681b of the FCRA. These procedures include requiring
13 prospective users of the information to identify themselves, certify the purposes for which the
14 information is sought, and certify that the information will be used for no other purpose.

15 37. Section 1681e(a) further provides that every consumer reporting agency shall make a
16 reasonable effort to verify the identity of a new prospective user and the uses certified by such
17 prospective user prior to furnishing such user a consumer report.
18

19 38. Section 1681e(a) also provides that no consumer reporting agency may furnish a
20 consumer report to any person if it has reasonable grounds for believing that the consumer report will
21 not be used for a purpose listed in section 1681b of this title.

22 39. **Reasonable Investigation of Disputed Information.** Section 1681i(a)(1) provides
23 that if the completeness or accuracy of any item of information contained in a consumer's file at a
24 consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly
25 of such dispute, the agency shall conduct a reasonable reinvestigation to determine whether the
26 disputed information is inaccurate, or delete the item from the file within 30 days of receiving the
27 consumer's dispute notice.
28

1 40. In conducting its reinvestigation of disputed information in a consumer report, the
2 credit reporting agency is required to review and consider all relevant information submitted by the
3 consumer.

4 41. **Reasonable Procedures to Assure Maximum Possible Accuracy.** Section 1681e(b)
5 requires consumer reporting agencies to follow reasonable procedures to assure maximum possible
6 accuracy of the information concerning the individual about who the report relates.

7
8 **Duties of Resellers—Duties of Defendants Trans Union Interactive, Quizzle, and**
9 **ConsumerInfo.com under the FCRA**

10 42. Defendants Trans Union Interactive, Quizzle, and ConsumerInfo.com are resellers of
11 credit information. As such, they are consumer reporting agencies under the FCRA and have the
12 same duties and responsibilities as Trans Union and Experian, with a few exceptions not applicable to
13 this action.

14 43. Under the FCRA, resellers must establish procedures to assure maximum possible
15 accuracy of the consumer reports they sell.

16 44. **Reseller's Duty to Investigate.** Resellers that receive a notice from a consumer about
17 an item in the reseller's report must investigate the item to determine whether or not it is incomplete
18 or inaccurate as a result of some act or omission of the reseller. If the reseller determines that the
19 information was its responsibility, the reseller must delete or correct the information in the
20 consumer's report within 20 days. If the information is the result of someone else's act or omission,
21 the reseller must convey the consumer's notice of the dispute to the consumer report agency that
22 provided the information.

23
24 45. **Resellers May Sell Reports Only for Permissible Purposes.** Resellers must maintain
25 reasonable procedures designed to ensure that information that it resells is used only for permissible
26 purposes. These procedures include a requirement that each person to whom information is resold
27 and who provides the report to another must identify each end-user, certify the purpose for which the
28

1 information will be used, and certify that the information will be used for no other purpose.

2 Reasonable efforts to verify these certifications and the identity of each end-user must be made
3 before reselling a report.

4 46. Resellers may not procure a report from a credit reporting agency without disclosing
5 to the credit reporting agency the identity of the end-user of information in the report and each
6 permissible purpose for which the information is furnished to the end-user. This is to prevent what
7 happened in this case; fraudsters obtained plaintiffs' credit reports using the resellers as
8 intermediaries.

10 47. **Resellers Must Block Identity-Theft Information.** If a consumer notifies a reseller
11 that a report contains identity-theft information, the resellers must block the report from the
12 subsequent use by the resellers. Consumers may enforce the blocking requirements under the FCRA.

14 **First Claim: Violations of the Fair Credit Reporting Act—Against Trans Union**

15 48. Plaintiffs incorporate by reference ¶¶ 1 through 41.

16 49. Trans Union violated Section 1681(e)(a) having (a) failed to maintain reasonable
17 procedures designed to limit the furnishing of consumer reports to the purposes listed under Section
18 1681b. Trans Union also violated Section 1681(e)(a) having had no reasonable grounds for believing
19 that the consumer reports would be used by the persons who obtained plaintiffs' reports for a purpose
20 listed under Section 1681b.

22 50. Trans Union violated Section 1681b of the FCRA having had no reason to believe that
23 the persons who obtained plaintiffs' credit reports intended to use its credit reports in connection with a
24 "credit transaction" involving the consumers on whom the report was furnished.

25 51. Within the two years preceding the filing of this complaint, plaintiffs notified Trans
26 Union of inaccuracies contained in its reports and asked it to correct the inaccuracies. Trans Union
27 failed to conduct a reasonable reinvestigation of the inaccuracies that plaintiffs disputed.

28 52. Trans Union failed to review and consider all relevant information submitted by

1 plaintiffs.

2 53. Trans Union failed to employ and follow reasonable procedures to assure maximum
3 possible accuracy of plaintiffs credit reports, information and file in violation of 15 USC § 1681e(b).

4 54. As a result of the above-described violations of § 1681i and § 1681e(b), plaintiffs
5 sustained damages.

6 55. Defendant Trans Union's violations of the FCRA were willful and therefore plaintiffs
7 are therefore entitled to also seek statutory and punitive damages.

8 **Second Claim: Violations of the Fair Credit Reporting Act—Against Experian**

9 56. Plaintiffs incorporate by reference ¶¶ 1 through 41.

10 57. In its arrangements with defendants Quizzle and ConsumerInfo.com, Experian violated
11 Section 1681(e)(a) having (a) failed to maintain reasonable procedures designed to limit the furnishing
12 of consumer reports to the purposes listed under Section 1681b and Section 1681(e)(a) having had no
13 reasonable grounds for believing that the consumer reports would be used by the persons who obtained
14 plaintiffs' reports for a purpose listed under Section 1681b. Experian also violated Section 1681b of the
15 FCRA having had no reason to believe that the persons who obtained plaintiffs' credit reports intended
16 to use its credit reports in connection with a "credit transaction" involving the consumers on whom the
17 report was furnished.

18 58. Within the two years preceding the filing of this complaint, plaintiffs notified Experian
19 of inaccuracies contained in its reports and asked it to correct the inaccuracies. Experian failed to
20 conduct a reasonable reinvestigation of the inaccuracies that plaintiffs disputed.

21 59. Experian failed to review and consider all relevant information submitted by plaintiffs.

22 60. Experian failed to employ and follow reasonable procedures to assure maximum
23 possible accuracy of plaintiffs credit reports, information and file in violation of 15 USC § 1681e(b).

24 61. As a result of the above-described violations of §§ 1681b, 1681i and 1681e(b),
25 plaintiffs sustained damages.
26
27
28

62. Defendant Experian's violations of the FCRA were willful and therefore plaintiffs are therefore entitled to also seek statutory and punitive damages.

Third Claim: Violations of the Fair Credit Reporting Act—Against Quizzle

63. Plaintiffs incorporate by reference ¶¶ 1 through 62.

64. Quizzle failed to maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes listed under section 1681b, including procedures requiring prospective users of the information to identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose.

65. Quizzle violated § 1681b by furnishing Experian consumer reports to persons with respect to whom Quizzle did not have reasonable grounds for believing that the reports would only be used for permissible purposes.

66. Quizzle violated Section 1681(e)(a) having had no reasonable grounds for believing that the consumer reports would be used by the persons who obtained plaintiffs' reports for a purpose listed under Section 1681b.

67. Quizzle violated Section 1681b having had no reason to believe that the persons who obtained plaintiffs' credit reports intended to use the credit reports in connection with a "credit transaction" involving the consumers on whom the report was furnished.

68. Quizzle failed to block reports that contained identity-theft information as required by § 1681c-2(d)(2).

69. After plaintiffs notified Quizzle of inaccuracies contained in its reports and asked it to correct certain inaccuracies, Quizzle failed to conduct a reasonable reinvestigation of the inaccuracies.

70. Quizzle failed to review and consider all relevant information submitted by plaintiffs.

71. Quizzle failed to employ and follow reasonable procedures to assure maximum possible accuracy of plaintiffs' credit reports, information and file in violation of Section 1681e(b).

72. As a result of the above-described violations of §§ 1681b, 1681i and § 1681e(b), plaintiffs have sustained damages.

73. These defendants' violations of the FCRA were willful and therefore plaintiffs are therefore entitled to also seek statutory and punitive damages.

Fourth Claim: Violations of the Fair Credit Reporting Act—Against ConsumerInfo.com

74. Plaintiffs incorporate by reference ¶¶ 1 through 62.

75. ConsumerInfo.com failed to maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes listed under section 1681b, including procedures requiring prospective users of the information to identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose.

76. ConsumerInfo.com violated § 1681b by furnishing Experian consumer reports to persons with respect to whom ConsumerInfo.com did not have reasonable grounds for believing that the reports would only be used for permissible purposes.

77. ConsumerInfo.com violated Section 1681(e)(a) having had no reasonable grounds for believing that the consumer reports would be used by the persons who obtained plaintiffs' reports for a purpose listed under Section 1681b.

78. ConsumerInfo.com violated Section 1681b having had no reason to believe that the persons who obtained plaintiffs' credit reports intended to use it's the credit reports in connection with a "credit transaction" involving the consumers on whom the report was furnished.

79. ConsumerInfo.com failed to block reports that contained identity-theft information as required by § 1681c-2(d)(2).

80. After plaintiffs notified ConsumerInfo.com of inaccuracies contained in its reports and asked it to correct certain inaccuracies, ConsumerInfo.com failed to conduct a reasonable reinvestigation of the inaccuracies.

81. ConsumerInfo.com failed to review and consider all relevant information submitted by

1 plaintiffs.

2 82. ConsumerInfo.com failed to employ and follow reasonable procedures to assure
3 maximum possible accuracy of plaintiffs' credit reports, information and file in violation of Section
4 1681e(b).

5 83. As a result of the above-described violations of §§ 1681b, 1681i and § 1681e(b),
6 plaintiffs have sustained damages.

7 84. These defendants' violations of the FCRA were willful and therefore plaintiffs are
8 entitled to also seek statutory and punitive damages.

9
10 **Fifth Claim: Violations of the Fair Credit Reporting Act—Against TransUnion Interactive**

11 85. Plaintiffs incorporate by reference ¶¶ 1 through 62.

12 86. Trans Union Interactive failed to maintain reasonable procedures designed to limit the
13 furnishing of consumer reports to the purposes listed under section 1681b, including procedures
14 requiring prospective users of the information to identify themselves, certify the purposes for which the
15 information is sought, and certify that the information will be used for no other purpose.

16 87. Trans Union Interactive violated § 1681b by furnishing Trans Union consumer reports to
17 persons with respect to whom Trans Union Interactive did not have reasonable grounds for believing that
18 the reports would only be used for permissible purposes.

19 88. Trans Union Interactive violated Section 1681(e)(a) having had no reasonable grounds
20 for believing that the consumer reports would be used by the persons who obtained plaintiffs' reports for
21 a purpose listed under Section 1681b.

22 89. Trans Union Interactive violated Section 1681b having had no reason to believe that the
23 persons who obtained plaintiffs' credit reports intended to use the credit reports in connection with a
24 "credit transaction" involving the consumers on whom the report was furnished.

25 90. Trans Union Interactive failed to block reports that contained identity-theft information
26 as required by § 1681c-2(d)(2).
27
28

91. After plaintiffs notified Trans Union Interactive of inaccuracies contained in its reports and asked it to correct certain inaccuracies, Trans Union Interactive failed to conduct a reasonable reinvestigation of the inaccuracies.

92. Trans Union Interactive failed to review and consider all relevant information submitted by plaintiffs.

93. Trans Union Interactive failed to employ and follow reasonable procedures to assure maximum possible accuracy of plaintiffs' credit reports, information and file in violation of Section 1681e(b).

94. As a result of the above-described violations of §§ 1681b, 1681i and § 1681e(b), plaintiffs have sustained damages.

95. These defendants' violations of the FCRA were willful and therefore plaintiffs entitled to also seek statutory and punitive damages.

PRAYER

WHEREFORE, Plaintiffs pray for judgment as follows:

1. Actual, statutory and punitive damages;
2. Injunctive relief;
3. Costs and attorney's fees; and
4. Such other relief as the Court may deem proper.

Dated: May 15, 2013.

ANDERSON, OGILVIE & BREWER LLP

By /s/ Mark F. Anderson
Mark F. Anderson
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues.

Dated: May 15, 2013.

ANDERSON, OGILVIE & BREWER LLP

By /s/ Mark F. Anderson
Mark F. Anderson, Attorney for Plaintiffs